



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM _____
Finance DN
DA _____ ✓
Risk Mgt. DL
HR N/A
Purchasing MS

STAFF REPORT

BOARD MEETING DATE: April 14, 2015

DATE: March 23, 2015
TO: Board of County Commissioners
FROM: David Gonzales, Equipment Services Superintendent,
Community Services Department, 328-2121, dgonzales@washoecounty.us
Mike Sullens, Purchasing and Contracts Manager
Phone: 328-2281 E-mail: msullens@washoecounty.us
THROUGH: Eric Crump, Division Director, Operations
Community Services Department, 328-2182, ecrump@washoecounty.us
SUBJECT: Approve an Interlocal Contract for Cooperative Purchasing between Washoe County and the Houston-Galveston Area Council (H-GAC), through June 30, 2015, with annual automatic renewals, for the purchase of one (1) new Model EZ 1000 Crafcro Cracksealer using the H-GAC program [\$62,374.45]. (All Commission Districts.)

SUMMARY

This item requests approval of an Interlocal Contract for Cooperative Purchasing with Houston-Galveston Area Council (H-GAC), (Attachment A) for the purchase of one (1) new Model EZ 1000 Crafcro Cracksealer using the H-GAC program in the amount of \$62,374.45 (Attachment B) to replace an existing unit assigned to the Washoe County Roads that has reached the end of its useful life.

Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

On March 25, 2014, the Board of County Commissioners (Board), acting as the Board of Fire Commissioners, approved a similar request by Truckee Meadows Fire Protection District to authorize an interlocal contract with H-GAC and approved the purchase of three (3) fire apparatus.

On May 19, 2014, the Board approved the Community Services Department's FY14-15 budget which included the approval of the Equipment Services Division's capital purchase budget of \$1,600,000.00 for the acquisition of replacement vehicles and equipment.

BACKGROUND

The Equipment Services Division, through approval of the FY 14-15 budget, has capital funds allocated to purchase the replacement of an existing model year 2000 Crafcro

AGENDA ITEM # 5D3

EZPour 200D cracksealer, which was eligible for replacement in 2009, and has reached the end of its useful life. Sufficient replacement monies have been collected from the Roads Fund to purchase its replacement.

The new unit being offered will be purchased from Crafcro Inc., through the local vendor, Construction Sealants, using contract number SM10-14A under the H-GACBuy Program. The H-GAC is a regional council of governments operating under the laws of the State of Texas and governed by a board comprised of 35 elected officials from 13 county regions. The H-GAC program is a cooperative purchasing program that offers a public competitive procurement process whereby the products offered have been subjected to either a competitive bid or a competitive proposal format. The HGACBuy Program is over 30 years old and specializes in high ticket, capital intensive products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. The H-GAC Board awards all contracts, which can then be made available to local governments nationwide through HGACBuy. All units of local government are eligible to become participating members of H-GAC. Governmental entities join H-GAC by execution of an Interlocal Contract which contains a provision for automatic annual renewal. When participating in H-GAC, members make their purchase orders out to, and directly pay, the H-GAC contractor. H-GAC acts as the designated purchasing agent on behalf of participating members.

FISCAL IMPACT

Funding exists in the ESD FY 14-15 budget (Fund 669-ES691502-781004) to fund the purchase of the new unit at a cost of \$62,374.45. Upon receipt, Equipment Services will prepare the new unit for active service and assign it to Washoe County Roads, which will begin paying a monthly replacement charge of approximately \$530.00 per month for a period of 10 years, as well as all charges for maintenance and fuel. All replacement, O&M and fuel expenses are included in the Roads Special Revenue Fund (216) FY 15-16 budget. The surplus unit will be sold at the next available auction through the County's contract auction company, TNT Auctions, and the auction revenues will be deposited back into the Equipment Services replacement fund.

RECOMMENDATION

It is recommended the Board of County Commissioners approve an Interlocal Contract for Cooperative Purchasing between Washoe County and the Houston-Galveston Area Council (H-GAC), through June 30, 2015, with annual automatic renewals, for the purchase of one (1) new Model EZ 1000 Crafcro Cracksealer using the H-GAC program [\$62,374.45].

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion could be:

“Move to approve an Interlocal Contract for Cooperative Purchasing between Washoe County and the Houston-Galveston Area Council (H-GAC), through June 30, 2015, with annual automatic renewals, for the purchase of one (1) new Model EZ 1000 Crafcro Cracksealer using the H-GAC program [\$62,374.45].”



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

*Denotes required fields

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program,**
P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: _____ Ph No.: _____ - _____
(Street Address/P.O. Box) Fx No. : _____ - _____

E-Mail Address: _____
(City) (State) (ZIP Code)

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director etc.)

Mailing Address: _____ Ph No.: _____ - _____
(Street Address/O.O. Box) Fx No. : _____ - _____

E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.)

Mailing Address: _____ Ph No.: _____ - _____
(Street Address/O.O. Box) Fx No. : _____ - _____

E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.)

Mailing Address: _____ Ph No.: _____ - _____
(Street Address/O.O. Box) Fx No. : _____ - _____

E-Mail Address: _____
(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.)

Mailing Address: _____ Ph No.: _____ - _____
(Street Address/O.O. Box) Fx No. : _____ - _____

E-Mail Address: _____
(City) (State) (ZIP Code)

* denotes required fields

Attachment B

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	SM10-14A	Date Prepared:	2/23/2015
	<p align="center">This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</p>				

Buying Agency: Washoe County Contact Person: Adam Searcy Phone: 775-328-2283 Fax: 775-328-3696 Email: asearcy@washoecounty.us	Contractor: CrafcO, Inc. Prepared By: Angie Hoaglin Phone: 602-276-0406 Fax: 480-961-0513 Email: angie.hoaglin@crafcO.com
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Product Code:	13B	Description: EZ 1000 w/ Electric Hose
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 49,894.50

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
 (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
P/N 51230. Auto Loader	\$ 7,280.00	P/N 4599. Insulated Engine Cover	\$ 1,400.00
P/N 20014. 3" Pintle Hitch	\$ 114.24	P/N 46160K. Light Bar Kit	\$ 400.00
P/N 24183. 7 Pin Round	\$ 54.99	P/N 46317. Gauge Pkg. w/ Electric Hose	\$ 367.34
P/N 23120. Break Away Battery	\$ 306.58	P/N 20150. 39" Hitch Extension	\$ 608.00
P/N 24190K. Over Night Heater	\$ 288.00	P/N 26098. Tool Box	\$ 76.80
P/N 26061. 20 # Fire Ext. Bracket	\$ 76.00		
P/N 26119. 3/8" safety Hooks (2 Required)	\$ 104.00		
P/N 43549. Spare Tire Kit	\$ 248.00		
P/N 45379. Fuel Water Separator	\$ 156.00		
Subtotal From Additional Sheet(s):			
			Subtotal B: \$ 11,479.95

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
 (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Subtotal From Additional Sheet(s):			
			Subtotal C: 0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 61,374.45	=	Subtotal D: \$ 61,374.45
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freight to Destination	\$ 1,000.00		
Subtotal E:			\$ 1,000.00

Delivery Date: **F. Total Purchase Price (D+E): \$ 62,374.45**